

H2Ownit Landscape Award Program
City of Goodyear Water Resources Department
498 S. 157th Ave, AZ 85338
Phone Number: (623) 932-3010 Fax Number: (623) 882-7588
savewater@goodyearaz.gov

H2OWNIT LANDSCAPE AWARD PROGRAM
Property Owner Consent and Waiver Form

Property Owner Name(s) (*print*): _____

Property Address ("Property"): _____

Home Phone No: _____ Cell Phone No: _____

Email address: _____

Name(s) of current occupant(s) of property identified above, *if not the property owner*: _____

By signing this H2Ownit Landscape Award Program - Property Owner Consent and Waiver Form, I/we certify that I/we are the owner(s) of the Property identified at the above address and are requesting to participate in H2Ownit Landscape Award Program ("Program"). In consideration for my participation in the Program, I/we hereby authorize the "H2Ownit Committee", consisting of City of Goodyear and Litchfield Park Service Company staffs, to obtain, use and release the following information for any Program purpose:

1. The Property address, and name(s) of Property owners;
2. All water services records and water usage for the Property;
3. Photographs of all outdoor landscaping on the Property; and
4. Any other data or information required or requested by the H2Ownit Committee to participate in the Program.

I/we further consent to H2Ownit Committee members entering the front and backyard of the Property for Program purposes and to the use and release of the items identified in 1 through 4 above for any Program purpose which includes, but is not limited to analysis, advertising, publicity, broadcast, and/or any other Program use requested by the H2Ownit Committee. I/we understand and agree that the information may only be collected during the duration of the Program which shall not exceed one (1) year, but there is no limitation on the duration of the use of the information for Program purposes.

I/we fully release and hold harmless the Litchfield Park Service Company, and the City of Goodyear its employees, officers, representatives, volunteers and H2Ownit Committee members, individually and collectively, while acting in their official capacity; of, from and against any and all liability, damage, claims, suits, payments, judgments, demands, expenses, attorney's fees, defense costs, and/or actions of any kind or nature, including fault or negligence, related to, arising out of, or alleged to arise out of, directly or indirectly, my participation for any purpose in the Program and the release of any information. This agreement shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to the Litchfield Park

Service Company and the City of Goodyear its employees, officers, representatives, volunteers and H2Ownit Committee members, but does not extend to any such claim or liability that is caused by the sole and exclusive intentional acts or gross negligence of Litchfield Park Service Company and the City of Goodyear, its officers, employees, agents or volunteers. I/we understand and agree that this Consent and Waiver Indemnification, Release and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by law. I/we acknowledge that I/we have read the foregoing and that I/we are aware of the legal consequences of this agreement. This agreement shall be legally binding on my/our personal representatives, heirs, assigns and next of kin.

I/we understand that this consent may be withdrawn at any time with written notification, but any information released prior to the withdrawal of consent remains authorized. By signing below, I/we represent that have read this form, that the representations I/we have made are true, that I/we understand the terms, and I/we have voluntarily signed this form.

Property Owner's Signature: _____ Date: _____

Property Owner's Signature: _____ Date: _____

Witness Signature: _____ Date: _____